

**CITY COUNCIL
ATLANTA, GEORGIA**

03-0-0540

**AN ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE**

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, AND DREADNOUGHT DEVELOPMENT, LLC, CONSENTING TO THE ALLOCATION OF GOVERNMENTAL SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY DREADNOUGHT DEVELOPMENT, LLC WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSES.

WHEREAS, Dreadnought Development, LLC is the owner of certain real property located at 1896 and 1910 Flat Shoals Road more particularly described in Exhibit "A" (the "Property"). The Property is located both in the city limits of Atlanta and in unincorporated DeKalb County; and

WHEREAS, Dreadnought Development, LLC proposes to develop said property and construct improvements thereon consisting of a 23 single family residential units and related amenities (hereinafter the "Improvements"), such Improvements to be located both in the city limits of Atlanta and in unincorporated DeKalb County; and

WHEREAS, pursuant to these Improvements ten of the residential units will be located in the City of Atlanta, 10 residential units will be located in unincorporated DeKalb County, and three will be bisected by the city/county boundary line;

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Property, an Intergovernmental Agreement between the City of Atlanta and DeKalb County, to which Dreadnought Development, LLC is a party, is desirable to resolve potential governmental conflicts concerning building permits, certificates of occupancy, building code enforcement and water and sanitary sewer service, as well as to define the first responder for police, fire and emergency services for the structure that bisects jurisdictional lines;

WHEREAS, an Intergovernmental Agreement is required by Article IX, Section II, Paragraph 3(b)(1) of the Georgia Constitution, to provide for the provision of certain public services by local governments outside of their jurisdictional boundaries; and

WHEREAS, the Council of the City of Atlanta deems it to be in the best interests of the City to enter into such an Intergovernmental Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, AS FOLLOWS:

SECTION ONE

That the Mayor be authorized to execute an Intergovernmental Agreement on behalf of the City of Atlanta with DeKalb County and Dreadnought Development, LLC which provides for the delivery of certain public services to the Property and which addresses the provision of overlapping services between jurisdictions.

SECTION TWO

That the Intergovernmental Agreement be in a form similar to that attached as Exhibit "B" hereto. This agreement shall not be binding on the City, and the City shall not incur liability on same until it is approved as to form by the City Attorney, executed by the Mayor, and delivered to the contracting parties.

SECTION THREE

That any provision of Part 8, Chapter 2, of the Code of ordinances pertaining to permitting, payment of fees and building code enforcement are hereby waived to the extent of any conflict with the delegation of such authority to DeKalb County.

SECTION FOUR

That all other ordinances and parts of ordinances in conflict herewith be waived for this time only.

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 147 of the 15th District, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set on the northeasterly right-of-way line of Flat Shoals Road (50-foot right-of-way) 350.19 feet southeasterly along said right-of-way line from its intersection with the easterly right-of-way line of Hilburn Drive (50-foot right-of-way), said point also being the southeast corner of Flatt Shoals Heights Subdivision, Unit I, as per Plat Book 14, Page 105, DeKalb County, Georgia Records; thence leaving said right-of-way line and running north 02 degrees 27 minutes 34 seconds west a distance of 857.01 feet to a 1/2-inch rebar set on the southerly boundary line of Flatt Shoals Heights Annex Subdivision, as per Plat Book 19, Page 158 aforesaid Records; thence along said Subdivision boundary line north 87 degrees 53 minutes 30 seconds east a distance of 384.02 feet to a 1/2-inch rebar found; thence south 06 degrees 07 minutes 12 seconds a distance of 1,037.58 feet to a 1/2-inch rebar set on the northeasterly right-of-way line of Flat Shoals Road; thence along said right-of-way line north 55 degrees 41 minutes 14 seconds west a distance of 286.17 feet to the POINT OF BEGINNING.

All as shown on a plat of survey dated February 5, 2002, by Surveying Solutions, Inc., (Job No. 02-016) certified by Jeffrey L. Nipper, GRLS No. 2736, which plat is incorporated herein by reference.

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made this _____ day of _____, 2003 by and among CITY OF ATLANTA, a political subdivision of the State of Georgia (the "City"), and DEKALB COUNTY, a political subdivision of the State of Georgia ("DeKalb County"), by and through the respective governing authorities of each said jurisdiction pursuant to the provisions of Article IX, Section II, Para. III of the Georgia Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of said state, and the resolutions and ordinances of each said jurisdiction and DREADNOUGHT DEVELOPMENT, LLC, a Georgia corporation duly qualified and authorized to conduct business in the State of Georgia ("Dreadnought").

WITNESSETH:

WHEREAS, Dreadnought is the owner of certain real property located at 1896 and 1910 Flat Shoals Road, which property is more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof (the "Property"). The Property is located both in the City of Atlanta (within DeKalb County) and in unincorporated DeKalb County; and

WHEREAS, Dreadnought proposes to develop the Property and construct improvements thereon consisting of a twenty-three (23) single family residential units and related amenities (the "Improvements"), such Improvements to be located in both the City and in unincorporated DeKalb County (hereinafter referred to as the "Project"); and

WHEREAS, the Project is more particularly described in a detailed site plan, including without limitation, engineer's and architect's drawings and further including that certain plat prepared by B, H & D Engineering dated 2/5/02, (the "Plan"), a copy of which is attached as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, pursuant to the Plan, ten (10) of the lots/houses will be located in the unincorporated portion of DeKalb County, ten (10) of lots/houses will be located in the City, and three (3) of the lots/houses will be bisected by the city/county boundary line and access to the Project is to be from Flat Shoals Road in the City; and

WHEREAS, the Property currently is zoned by the City and DeKalb County to accommodate the Project as reflected in the Plan (See Exhibit "B"); and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents and owners of the Project, the City and DeKalb County wish to resolve any potential governmental conflicts concerning building permits, final certificates of occupancy, and building code enforcement for one or more structures which are bisected by jurisdictional lines, and to provide for water service, sewer service, utility service, emergency services, law enforcement, judicial services, fire protection and other similar services to the entire Project; and

WHEREAS, Article IX, Section II, Paragraph III (b)(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, DeKalb County and Dreadnought do hereby agree as follows:

Inspecting and Permitting

1. All streets for the Project, as shown on the plan, shall be constructed to City of Atlanta specifications (28' face-to-face of curb). At the end of maintenance, the street will be dedicated to the City of Atlanta.
2. The parties agree that the City shall have exclusive jurisdiction for approving, inspecting and permitting the portion of the Project located within the City and one lot that is bisected by the city/county boundary line, pursuant to the ordinances and regulations of the City and applicable City zoning and building code enforcement. The City will collect all fees applicable to such permitting and inspections. The lots are identified as lots 1-5 and 19-23 and 18 on the site plan.
3. The City assumes all responsibility for the approval and issuance of all permits relating to the construction of the portion of the Project designated to the City in section 2 above, and shall further be responsible for all inspections of the portion of the Project located within the City, including inspections to be conducted prior to the issuance of a final certificate of occupancy ("C.O.") for the Improvements located within the City and inspections to be conducted after the issuance of a final C.O. for the Improvements located within the City, all in accordance with applicable City laws, ordinances, and regulations. The City shall have sole and final authority to issue a final C.O. for the Improvements located within the City. A sign shall be appropriately placed along the internal roadway indicating entry into City of Atlanta jurisdiction.
4. The parties agree that DeKalb County shall have exclusive jurisdiction for approving, inspecting and permitting the portion of the Project located within unincorporated DeKalb County and two lots that are bisected by the city/county boundary line, except water and sewer, pursuant to the ordinances and regulations of DeKalb County and applicable DeKalb County zoning and building code enforcement. DeKalb County will collect all fees applicable to such permitting and inspections. The lots are identified as 8-17 and 6 and 7.
5. DeKalb County assumes all responsibility for the approval and issuance of all permits relating to the construction of the portion of the Project designated to DeKalb County in Section 4 above, except water and sewer, and shall further be

responsible for all inspections of the portion of the Project located within DeKalb County, including inspections to be conducted prior to the issuance of a final certificate of occupancy ("C.O.") for the Improvements located within DeKalb County and inspections to be conducted after the issuance of a final C.O. for the Improvements located within DeKalb County, all in accordance with applicable DeKalb County laws, ordinances, and regulations. DeKalb County shall have sole and final authority to issue a final C.O. for the Improvements located within DeKalb County.

6. The parties agree that the jurisdictional responsibility for the three (3) bisected lots (6, 7, and 18) lying partially in both jurisdictions is predicated on the basis of the percentage of lot frontage.

Water and Sanitary Sewer Services

7. Water and sewer services will be constructed to City of Atlanta standards and be inspected and serviced by the City of Atlanta. The City of Atlanta will issue all water permits upon submission of approved plans. The City of Atlanta or its designee will receive the application(s) for such service, collect the appropriate tap fees and make the necessary connections. The City of Atlanta or its designee shall bill for water usage at the Project in accordance with standard practices and procedures. Neither DeKalb County nor any agent thereof shall impose any service fees, entitlement fees, and impact fees, tap fees or other fees on Dreadnought or any subsequent owner of the Project or houses therein for water service.
8. Sanitary sewer services will be constructed to City of Atlanta standards and shall be inspected and serviced by the City of Atlanta. The City of Atlanta will issue all sanitary sewer permits upon submission of approved plans. The City of Atlanta or its designee will receive the application(s) for such service, collect the appropriate tap fees and make the necessary connections. The City of Atlanta or its designee shall bill for sewer usage at the Project in accordance with standard practices and procedures. Neither DeKalb County nor any agent thereof shall impose any service fees, entitlement fees, impact fees, tap fees or other fees on Dreadnought or any subsequent owner of the Project or houses therein for sewer service.

Emergency and Other Services

9. The City shall provide emergency services, law enforcement, library services, judicial services, fire protection, sanitation services and other similar services to the portion of the Project designated to the City in Section 2, above.
10. DeKalb County shall provide emergency services, law enforcement, library services, judicial services, fire protection, sanitation services and other similar

services to the portion of the Project designated to DeKalb County in Section 4, above.

Indemnification

11. To the extent permitted by law, the City shall indemnify, defend and save and hold harmless DeKalb County from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by DeKalb County and which arise from or out of the obligations and responsibilities assumed by the City with respect to the Project as set forth in this agreement. The foregoing indemnity is in no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.
12. To the extent permitted by law, DeKalb County shall indemnify, defend and save and hold harmless the City from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by DeKalb County with respect to the Project as set forth in this Agreement. The foregoing indemnity is in no way conditioned upon fault on the part of DeKalb County or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

Miscellaneous

13. A sign shall be posted at the city/county boundary line, along the curb of Lot 6. The South face of the sign shall read: "Entering DeKalb County" and the North face of the sign shall read: "Leaving DeKalb County."
14. This Agreement is intended to run with the land and shall be binding upon the respective governmental jurisdictions and Dreadnought and any subsequent owner of the Project. This Agreement may be recorded in the real property records of DeKalb County and Fulton County.
15. Dreadnought hereby agrees to all provisions of this Agreement, and waives any claim that any of the provisions made herein are unlawful, invalid, or beyond the scope of the City's or DeKalb County's lawful power to undertake.
16. This Agreement shall not be binding and may not be recorded until formal approval is granted by the appropriate authorities in each of the respective jurisdictions. By its execution hereof, each of the undersigned jurisdictions

represents that all necessary action has been taken to authorize and approve this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed and delivered by the Chief Executive Officer of DeKalb County, Georgia and the Mayor of the City of Atlanta, Georgia each thereunto duly authorized in accordance with law as of the effective date first above stated.

Signed, sealed and delivered before
me as of the date first above written.

Notary Public

My commission expires:

[NOTARIAL SEAL]

CITY OF ATLANTA, GEORGIA

By: _____ (SEAL)

Printed Name: _____

Title: _____

Attest: _____ (SEAL)

Printed Name: _____

Title: _____

Signed, sealed and delivered before
me as of the date first above written.

Notary Public

My commission expires:

[NOTARIAL SEAL]

APPROVED AS TO FORM:

(SEAL)

City Attorney

Signed, sealed and delivered before
me as of the date first above written.

Notary Public

My commission expires:

[NOTARIAL SEAL]

APPROVED:

(SEAL)

Commissioner, Public Works Department

DEKALB COUNTY, a political subdivision of
the State of Georgia

By: _____ (SEAL)
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

By: _____
Michael Bell,
Ex-Officio Clerk,
Board of Commissioners
DeKalb County, Georgia

APPROVED AS TO FORM:

Charles Hicks
County Attorney

APPROVED AS TO SUBSTANCE:

Raymond R. White
Director of Planning

- personal
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TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon, Mayor's Office
(for review & distribution to Executive Management)

Commissioner Signature: Ludak DeBate Director Signature: _____

From Originating Dept.: LAW Contact Name: DAVID D. BLUM WDB

Committee of Purview: FINANCE/EXECUTIVE Committee Deadline:

Committee Meeting Date: MAR. 12, 2003 City Council Meeting Date: MAR. 17, 2003
April 2, 2003 April 21, 2003

CAPTION

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, AND DREADNOUGHT DEVELOPMENT, LLC, CONSENTING TO THE ALLOCATION OF GOVERNMENTAL SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY DREADNOUGHT DEVELOPMENT, LLC WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION: Legislation authorizing an intergovernmental agreement that would allow for the providing of government services for property located at 1896 and 1910 Flat Shoals Road partially within the City of Atlanta and Dekalb County.

FINANCIAL IMPACT (if any): None

OTHER DEPARTMENT(S) IMPACTED: Bureau of Buildings

COORDINATED REVIEW WITH: Norman Koplon

Mayor's Staff Only

Received by Mayor's Office: Op Reviewed By: [Signature]
Date Initials Date

Submitted to Council: _____
Date

Action by Committee: _____ Approved _____ Adverse _____ Held
_____ Amended _____ Substitute _____ Referred
_____ Other